AGENDA

A. Call to order:
   1. Recording of members present and absent

B. Board to discuss annual review of existing or consider and take action on the adoption of written policies and procedures for post-issuance compliance.

C. Board to discuss continuing disclosure obligations.

D. Board to receive bids for the $2,485,000 General Obligation Building Bonds of this school district and award bonds to the lowest bidder.

E. Board to consider and take action on a resolution providing for the issuance of General Obligation Building Bonds in the sum of $2,485,000 by this school district, authorized at an election called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for levy of an annual tax for the payment of principal and interest on the same; and fixing other details of the issue.

F. Discussion and vote to approve or not approve the following bids/quotes:
   1. One to one chromebooks with all necessary accessories for grades 2-12.
   2. Hot spots for all chromebooks for grades 2-12.
   3. IPads with all necessary accessories for all KG and 1st Grade students. This will include connectivity for each IPad.
   4. Internet filtering for all one to one devices.

G. Discussion and vote to approve or not approve plans for summer extra-curricular activities.

H. Discussion of Oklahoma State Department of Education "Return to Learn" framework and district planning for the 2020-2021 school year.
I. Motion and vote to approve or not approve Personnel Items I.1-I.5.

1. **EMPLOYMENT:** Upon the recommendation of the Superintendent, the employment and contract approval of the following person(s), be APPROVED:

<table>
<thead>
<tr>
<th>NAME</th>
<th>SITE/POSITION</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secondary Certified Teacher</td>
<td></td>
<td>2020-21 SY Temp 1 Yr Contract</td>
</tr>
<tr>
<td>SpEd Certified Teacher</td>
<td>8/10/20 Temp 1 Yr Contract (pending certification)</td>
<td></td>
</tr>
<tr>
<td>Speech Path</td>
<td>8/10/20 Temp 1 Yr Contract</td>
<td></td>
</tr>
<tr>
<td>Certified PE Teacher</td>
<td>8/10/20 Temp 1 Yr Contract (pending certification)</td>
<td></td>
</tr>
<tr>
<td>Elementary Literacy Coach</td>
<td>8/10/20 Temp 1 Yr Contract</td>
<td></td>
</tr>
<tr>
<td>Band Instructor</td>
<td>8/10/20 Temp 1 Yr Contract</td>
<td></td>
</tr>
<tr>
<td>Certified Teacher</td>
<td>8/10/20 Temp 1 Yr Contract</td>
<td></td>
</tr>
</tbody>
</table>

2. **RESIGNATION:** Upon the recommendation of the Superintendent, the resignation of the following person(s), be APPROVED:

<table>
<thead>
<tr>
<th>NAME</th>
<th>SITE/POSITION</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephanie Self (Doherty)</td>
<td>Heritage/Certified Teacher</td>
<td>5/20/20</td>
</tr>
<tr>
<td>Charlie Kimball</td>
<td>THS/Part Time Para Sub</td>
<td>5/20/20</td>
</tr>
<tr>
<td>Vicki Bush</td>
<td>THS/Principal</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Cindy White</td>
<td>Greenwood/Child Nutrition</td>
<td>5/20/20</td>
</tr>
<tr>
<td>John Williams</td>
<td>THS/Certified Teacher</td>
<td>5/20/20</td>
</tr>
<tr>
<td>Erin Epperly</td>
<td>THS/Asst Band Director</td>
<td>5/20/20</td>
</tr>
</tbody>
</table>

3. **JOB TRANSFERS:** Upon the recommendation of the Superintendent, the job transfers of the following person(s), be APPROVED:

<table>
<thead>
<tr>
<th>NAME</th>
<th>FROM/TO</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric Jones</td>
<td>THS Certified Teacher/Elementary Instructional Tech Coach</td>
<td>20-21 SY</td>
</tr>
<tr>
<td>Nikki Molloy</td>
<td>Greenwood Principal/Family and Community Engagement Director</td>
<td>20-21 SY</td>
</tr>
<tr>
<td>Roberta Zimbelman</td>
<td>Greenwood Sped Teacher/TMS Sped Teacher</td>
<td>20-21 SY</td>
</tr>
<tr>
<td>Lacie Davenport-Wilson</td>
<td>Family and Community Engagement Director/THS Principals</td>
<td>20-21 SY</td>
</tr>
<tr>
<td>Stephen Walden</td>
<td>TMS Social Studies/THS Social Studies</td>
<td>20-21 SY</td>
</tr>
</tbody>
</table>

4. **RETIREMENT:** Upon the recommendation of the Superintendent, the retirement of the following person(s), be APPROVED:

<table>
<thead>
<tr>
<th>NAME</th>
<th>SITE/POSITION</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pat Hubbard</td>
<td>Cherokee/Certified Teacher</td>
<td>5/20/20</td>
</tr>
</tbody>
</table>

5. **SUMMER SCHOOL EMPLOYMENT:** Upon the recommendation of the Superintendent, the summer school employment and contract approval for the following person(s), be APPROVED:

<table>
<thead>
<tr>
<th>NAME</th>
<th>SITE/POSITION</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Ross</td>
<td>Cook</td>
<td>6/1/2020</td>
</tr>
<tr>
<td>Tina Gardner</td>
<td>Cook</td>
<td>6/1/2020</td>
</tr>
</tbody>
</table>
J. Motion and vote to adjourn.

Agenda posted by Brenda Hammer, TPS Board Clerk at ________________________ A.M./P.M. this ??th day of June 2020 at the Board of Education Building, 225 N Water Ave., Tahlequah Oklahoma and on the School District’s website: www.tahlequahschools.org.

_________________________________________  _______________________________________
Leon Ashlock, Superintendent               Brenda Hammer, Board Clerk
MINUTES OF SALE OF BONDS

The Board of Education of Independent School District Number 35 of Cherokee County, State of Oklahoma, met in Special Session at the Tahlequah Board of Education Conference Room, Board of Education Building, Tahlequah Public Schools, 225 N. Water Avenue, Tahlequah, Oklahoma, in said School District on the 11th day of June, 2020, at 6:00 o'clock p. m. This meeting included teleconferencing and/or videoconferencing.

PRESENT:

ABSENT:

Notice of this special meeting was given in writing to the County Clerk of Cherokee County, Oklahoma at 3:45 o'clock p.m. on the 21st day of May, 2020, forty-eight (48) hours or more prior to this meeting, and public notice of this meeting, setting forth the date, time, place and agenda was posted on the front door of the Board of Education Building, in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week and on the School District’s website: www.tahlequahschools.org at _____ o'clock ___.m. on the _____ day of __________, 20___, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays, and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto).

(OTHER PROCEEDINGS)

It appearing that due and legal notice had been given that said School District would offer for sale on this date and at this hour and at this place its $2,485,000 of General Obligation Building Bonds of 2020, maturing $2,485,000 in two years from their date, the Board of Education proceeded to consider the bids received for the purchase of said Bonds. The following bids were received and considered by the Board of Education:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Average Interest Rate</th>
<th>Net Interest Cost</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legacy Bank, Hinton, Oklahoma</td>
<td>2.100000%</td>
<td>$104,370.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

The Board required each bidder to submit with his/her bid a sum in cash or its equivalent, equal to two percent (2%) of his/her bid and after due consideration of all bids received by the Board, a motion was made by _______________________________ that the Bonds be awarded, sold and delivered to __________________________________________ upon fulfillment of the terms as set out in said contract and bid for the purchase of said Bonds.

Said motion was seconded by _______________________________ and was adopted by the following vote:

AYE:

NAY:
ADOPTED this 11th day of June, 2020.

President, Board of Education

ATTEST:

Clerk, Board of Education

(SEAL)
MINUTES AND RESOLUTION AUTHORIZING ISSUANCE OF BONDS

The Board of Education of Independent School District Number 35 of Cherokee County, State of Oklahoma, met in Special Session at the Tahlequah Board of Education Conference Room, Board of Education Building, Tahlequah Public Schools, 225 N. Water Avenue, Tahlequah, Oklahoma, in said School District on the 11th day of June, 2020, at 6:00 o'clock p.m. This meeting included teleconferencing and/or videoconferencing.

PRESENT:

ABSENT:

Notice of this special meeting was given in writing to the County Clerk of Cherokee County, Oklahoma at 3:45 o'clock p.m. on the 21st day of May, 2020, forty-eight (48) hours or more prior to this meeting, and public notice of this meeting, setting forth the date, time, place and agenda was posted on the front door of the Board of Education Building, in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week and on the School District’s website: www.tahlequahschools.org at ____ o'clock ___ m. on the ____ day of __________, 20___, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays, and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto).

(OTHER PROCEEDINGS)

Thereupon ______________________ introduced a Resolution, which was read in full by the Clerk, and upon motion by ______________________, seconded by ______________________, said Resolution was adopted by the following vote:

AYE:

NAY:

Said Resolution was thereupon signed by the President, attested by the Clerk, sealed with the seal of said School District and is as follows:

RESOLUTION

A resolution providing for the issuance of General Obligation Building Bonds in the sum of $2,485,000 by Independent School District Number 35 of Cherokee County, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for levy of an annual tax for the payment of principal and interest on the same; and fixing other details of the issue.

WHEREAS, on the 12th day of May, 2009, pursuant to notice duly given, an election was held in Independent School District Number 35 of Cherokee County, Oklahoma, for the purpose of submitting to the registered qualified electors of such District the question of the issuance of the Bonds of said District in the sum of $29,060,000 to provide funds for the purpose of constructing, equipping, repairing and remodeling school buildings, acquiring school furniture, fixtures and equipment, and acquiring and improving school sites; and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Cherokee County, Oklahoma, at said election there were cast by the registered qualified electors of said School District on the question of the issuance of $29,060,000 of bonds for the purpose of constructing, equipping, repairing and remodeling school buildings, acquiring school furniture, fixtures and equipment, and acquiring and
improving school sites, 728 votes, of which 481 were in favor of and 247 were against the issuance of said Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Propositions cast their ballots in favor of the issuance of said Bonds, the issuance thereof has been duly authorized; and

WHEREAS, of the originally authorized $29,060,000 of General Obligation Building Bonds, $3,450,000 (as part of $3,750,000 General Obligation Combined Purpose Bonds) dated July 1, 2009 (Official Bond Opinion No. 25,778), $285,000 (as part of $585,000 General Obligation Combined Purpose Bonds) dated July 1, 2010 (Official Bond Opinion No. 26,007), $385,000 (as part of $685,000 General Obligation Combined Purpose Bonds) dated July 1, 2011 (Official Bond Opinion No. 26,238), $405,000 (as part of $785,000 General Obligation Combined Purpose Bonds) dated July 1, 2012 (Official Bond Opinion No. 26,513), $2,020,000 dated July 1, 2013 (Official Bond Opinion No. 26,710), $2,080,000 dated July 1, 2014 (Official Bond Opinion No. 27,040), $2,145,000 dated August 1, 2015 (Official Bond Opinion No. 27,360), $2,210,000 dated March 1, 2016 (Official Bond Opinion No. 27,474), $2,275,000 dated May 1, 2017 (Official Bond Opinion No. 27,784), $2,345,000 dated June 1, 2018 (Official Bond Opinion No. 28,138), and $2,415,000 dated July 1, 2019 (Official Bond Opinion No. 28,565), have previously been sold, issued and delivered.

Now, therefore, be it resolved by the Board of Education of Independent School District Number 35 of Cherokee County, Oklahoma:

SECTION 1. That there are hereby ordered and directed to be issued the bonds of said School District in accordance with the forms hereinafter set out, in the aggregate amount of Two Million Four Hundred Eighty Five Thousand Dollars ($2,485,000.00), which said Bonds shall be designated "General Obligation Building Bonds of 2020", shall be dated July 1, 2020, and become due and payable and bear interest from their date until paid as follows:

$2,485,000 maturing on July 1, 2022 at ____________________ %

Payable on July 1, 2022. The Bonds are issuable as registered Bonds in the denomination of $1,000.00 or any integral multiple thereof.

SECTION 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Registrar for registration of transfer, exchange or payment and any bond issued is registered in the name of Cede & Co., or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

No. _______________   $ __________________

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

Independent School District Number 35 of Cherokee County, Oklahoma

General Obligation Building Bond of 2020

% Due July 1, 20_____
KNOW ALL PEOPLE BY THESE PRESENTS: That Independent School District Number 35 of Cherokee County, Oklahoma, a body corporate, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

CEDE & CO., as nominee of THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK, or registered assigns (hereinafter called the “Registered Holder”), for the bond number set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable on July 1, 2022.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of UMB Bank, n.a., Oklahoma City, Oklahoma, (herein called the “Registrar/Paying Agent”) payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this bond to the Registrar/Paying Agent.

THE FULL FAITH, CREDIT AND RESOURCES of said District are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest and denomination, totaling the principal sum of Two Million Four Hundred Eighty Five Thousand Dollars ($2,485,000.00) and is issued for the purpose of constructing, equipping, repairing and remodeling school buildings, acquiring school furniture, fixtures and equipment, and acquiring and improving school sites under Section 26, Article X of the Oklahoma Constitution and Title 70, Chapter XV, Oklahoma Statutes, 2011, and other statutes of the State supplementary and amendatory thereto.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Registrar/Paying Agent of the School District on the Registration Record. This Bond shall be transferable only upon delivery of this Bond to the Registrar/Paying Agent, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar/Paying Agent, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer is registered on the Registration Record. The Registrar/Paying Agent shall not be required to make such transfer after the fifteenth (15th) day of the calendar month preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar/Paying Agent will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar/Paying Agent for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law and that the total indebtedness of said School District, including this Bond and the series of which it forms a part does not exceed any constitutional or statutory limitation, and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due, and also to constitute a sinking fund for the payment of the principal hereof at maturity.

IN WITNESS WHEREOF, said School District has caused this Bond to be signed by the manual or facsimile signature of the President of the Board of Education, attested by the manual or facsimile signature of the Clerk and sealed with a manual or facsimile seal of the School District this 1st day of July, 2020.

(facsimile signature)  
President, Board of Education
AUTHENTICATION CERTIFICATE

This Bond is one of the issue described in the Transcript of Proceedings prepared for this Bond issue, and is one of the General Obligation Building Bonds of 2020 of Independent School District Number 35 of Cherokee County, Oklahoma.

Date of Registration and Authentication
UMB Bank, n.a.
Oklahoma City, Oklahoma

___________________ By: _______________________________________
Authorized Officer

ENDORSEMENT NO. 1

State of Oklahoma )
) SS.
County of Cherokee )

We, the undersigned, District Attorney and County Clerk, respectively, of said County, in said State, in which the within named District is situated, hereby certify that the within Bond is one of a series of Bonds issued by the within named District pursuant to law and that the entire issue of said Bonds is within the debt limit imposed upon said District by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seal of said County this 1st day of July, 2020.

County Clerk, Cherokee County
District Attorney, District No. 27

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ______________________
_________________________________________ the within Bond and does hereby irrevocably constitute and appoint _________________________________________________________________ attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Dated: ____________________ __________________________________________
Signature guaranteed by:
In the presence of:

__________________________________________ __________________________________________

LEGAL OPINION
ENDORSEMENT NO. 2

State of Oklahoma )
County of Cherokee ) SS.

I, the undersigned, the duly qualified and acting Treasurer of the within named School District, in said County and State, hereby certify that I have duly registered the within Bond in my office on this the 1st day of July, 2020.

WITNESS my hand the date above written.

(facsimile signature)
Treasurer

STATE OF OKLAHOMA
OFFICE OF THE ATTORNEY GENERAL
BOND DEPARTMENT   ________________, 20____

I HEREBY certify that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within Bond; that such proceedings and such Bond show lawful authority for the issue and are in accordance with the forms and method of procedure prescribed and provided by me for the issuance of Bonds of like kind and that said Bond is a valid and binding obligation according to its tenor and terms, and, under the provisions of 62 Oklahoma Statutes, Sections 11, 13 and 14, as amended, requiring the certificate of the Bond Commissioner of the State of Oklahoma thereon, is incontestable in any court in the State of Oklahoma unless suit thereon shall be brought in a court having jurisdiction of the same within thirty days from the date of this approval of said Bond appearing in the caption hereto.

(facsimile signature)
Attorney General, Ex Officio Bond Commissioner of the State of Oklahoma

SECTION 3. That each of said Bonds shall be signed by the manual or facsimile signature of the President of the Board of Education, have the corporate seal of said School District affixed thereto in manual or facsimile form, and be attested by the manual or facsimile signature of the Clerk of the Board of Education; that said officers are hereby authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said Board; have the same registered by the Treasurer of said School District, endorsed by the District Attorney and County Clerk and presented to the Attorney General, Ex Officio Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issuance, for his approval and endorsement; that thereafter said Bonds shall be delivered to the purchasers, upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund and used solely for the purpose of providing funds for the purposes set out in the Bond in Section 2 hereof. The School District certifies and
covenants that none of the proceeds of the Bonds described herein will be used to pay interest on any lease, lease-purchase contract, lease purchase installments or other obligations, nor will Bond proceeds be used in violation of applicable provisions of the Oklahoma Constitution and laws.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar/Paying Agent shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar/Paying Agent shall cause additional registered Bonds to be prepared, at the expense of the School District. The School District covenants that upon request of the Registrar/Paying Agent, its appropriate officers promptly will execute such additional registered Bonds on behalf of the School District.

SECTION 5. The Registrar/Paying Agent for all registered Bonds issued pursuant to this Resolution shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar/Paying Agent will keep the Registration Record open for registrations during its business hours. In the event of a change of Registrar/Paying Agent, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appears on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferable only upon delivery of such Bonds to the Registrar/Paying Agent, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar/Paying Agent, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment on such Bonds is exhausted, such Registered Bonds delivered to the Registrar/Paying Agent for registration of transfer shall be cancelled by the Registrar/Paying Agent on the face thereof and the Registrar/Paying Agent shall authenticate and deliver to the transferee Bonds in the aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of $1,000.00 or any integral multiple thereof except one Bond may be in an amount so as to complete the issue. The Registrar/Paying Agent shall not be obligated to make such transfer after the fifteenth (15th) day of the calendar month preceding any interest payment date until after said latter date.

SECTION 6. The School District hereby covenants and agrees that it will, not later than ten months following the end of the fiscal year (as of the date of this Resolution, June 30 is the end of the fiscal year), or later as such information becomes publicly available, and each fiscal year thereafter, submit to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (EMMA) system financial and operating information for the School District which shall include that financial and operating information customarily prepared by the School District and which is publicly available. This information shall consist of the School District’s audited financial statements. The School District hereby covenants and agrees that it will also provide notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission within 10 business days of the occurrence of the applicable event.

SECTION 7. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes, Section 582(13)(b), whereby books shall be maintained on behalf of the School District by The Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.
SECTION 8. That beginning in the year 2021-22, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property of said School District, in addition to all other taxes, said sinking fund to be designated "General Obligation Building Bonds of 2020 Sinking Fund". Said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with all interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

ADOPTED and APPROVED this 11th day of June, 2020.

_________________________________________
President, Board of Education

ATTEST:

_________________________________________
Clerk, Board of Education

(SEAL)
SECTION 7. That beginning in the year 2021-22, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property of said School District, in addition to all other taxes, said sinking fund to be designated “General Obligation Building Bonds of 2020 Sinking Fund”. Said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with all interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

ADOPTED and APPROVED this 11th day of June, 2020.

_________________________________________
President, Board of Education

ATTEST:

_________________________________________
Clerk, Board of Education

(SEAL)
The Depository Trust Company
A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS
(To be completed by Issuer and Co-Issuer(s), if applicable)

Independent School District Number 35, Cherokee County, Oklahoma

(Name of Issuer and Co-Issuer(s), if applicable)  11th day of June, 2020

(Date)

The Depository Trust Company
570 Washington Blvd, 4th FL
Jersey City, NJ 07310
Attention: Underwriting Department

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DTC").

Issuer is: (Note: Issuer shall represent one and cross out the other.)

[XXXXXXXXXXXXX] [formed under the laws of] the State of Oklahoma

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Note:
Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Very truly yours,

Independent School District Number 35,
Cherokee County, Oklahoma

(Issuer)

By: ________________________________
(Authorized Officer’s Signature)

Dana Eversole, School Board President
(Print Name)

225 N. Water Avenue
(Street Address)

Tahlequah, Oklahoma, US 74465
(City) (State) (Country) (Zip Code)

(918) 458-4100
(Phone Number)

BLOR 06-2013
The Depository Trust Company
A subsidiary of the Depository Trust & Clearing Corporation

Additional Signature Page to
BLANKET ISSUER LETTER OF REPRESENTATIONS
For use with Co-Issuers

(Name of Issuer and Co-Issuer(s), if applicable)

In signing this Blanket Issuer Letter of Representations dated as of ____________________.
Co-Issuer agrees to and shall be bound by all "Issuer" representations.

(Co-Issuer) ~

By: ____________________________________________
(Authorized Officer's Signature)

______________________________________________
(Print Name)

______________________________________________
(Street Address)

(City) (State) (Country) (Zip Code)

______________________________________________
(Phone Number)

______________________________________________
(E-mail Address)

BLOR 06-2013
SCHEDULE A

(To Blanket Issuer Letter of Representations)

SAMPLE OFFERING DOCUMENT LANGUAGE
DEScribing BOOK-ENTRY-ONLY ISSuANCE

(Prepared by DTC—bracketed material may be applicable only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

BLOR 06-2013
5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.
INCUMBENCY AND SIGNATURE CERTIFICATE

State of Oklahoma                                                                 )
County of Cherokee                                                                 ) SS

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 35, of the above County and State, hereby certify that the following were, on the dates set out below, the duly qualified and acting officers of the Board of Education of Independent School District Number 35, of Cherokee County, Oklahoma:

First Meeting (Calling election) on the 2nd day of March, 2009
Tim K. Baker, President
Luke Foster, Vice President
Connie Garrett, Clerk and Non-Member
Danny L. Mason, Treasurer

Second Meeting (Calling sale) on the 14th day of May, 2020
Dr. Dana Eversole, President
Chrissi Nimmo, Vice President
Brenda Hammer, Clerk
Kevin Dudley, Treasurer

Third Meeting (Authorizing and selling bonds) on the 11th day of June, 2020
Dr. Dana Eversole, President
Chrissi Nimmo, Vice President
Brenda Hammer, Clerk
Kevin Dudley, Treasurer

I hereby further certify that there have been no changes in the personnel of said officers since the meeting authorizing and selling the $2,485,000 General Obligation Building Bonds of 2020, of said District dated July 1, 2020.
I further certify that the following signatures of those holding the offices of President, Clerk and Treasurer are true and genuine and are the same signatures as appear on the above-described Bonds:

_______________________________________ , President, Board of Education

_______________________________________ , Clerk, Board of Education

_______________________________________ , Treasurer

WITNESS my hand and seal of said School District this 11th day of June, 2020.

(SEAL)  

__________________________________________

Clerk, Board of Education
COMPONENT DEBT CERTIFICATE

State of Oklahoma )
County of Cherokee ) SS

I, the undersigned, the duly qualified and acting Treasurer of the Board of Education of Independent School District Number 35 of Cherokee County, in said State, hereby certify that during the twenty-five (25) year period immediately preceding the School Board's meeting of the 11th day of June, 2020, no annexations to Independent School District Number 35 of Cherokee County, Oklahoma, have occurred.

WITNESS my official hand this 11th day of June, 2020.

_____________________________________________________________________
Treasurer, Board of Education

(SEAL)
PLAT CERTIFICATE

State of Oklahoma )
County of Cherokee ) SS

I, the undersigned, the duly qualified and acting Treasurer of Independent School District No. 35 of Cherokee County, Oklahoma, hereby certify that Independent School District No. 35 of Cherokee County, Oklahoma, is legally organized.

I further certify that attached hereto is a copy of the current year’s plat taken from the official website of the Oklahoma State Department of Education at www.ok.gov/sde/resources showing the boundaries of that portion of said School District which lies in Cherokee County on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of June, 2020.

_________________________________________
Treasurer, Board of Education

(SEAL)
DELIVERY INSTRUCTIONS

Date: 11th day of June, 2020

TO: The Attorney General of Oklahoma
   ATTN: Bond Counsel
   313 N. E. 21st Street
   Oklahoma City, OK 73105

RE: Independent School District Number 35
    Cherokee County, State of Oklahoma
    $2,485,000 General Obligation Building Bonds of 2020
    Dated: July 1, 2020.

You are authorized and directed to deliver the referenced bonds to a representative of Stephen H. McDonald & Associates, Inc., Norman, Oklahoma, upon approval thereof.

Treasurer

Kevin Dudley, Treasurer
Tahlequah Public Schools
P. O. Box 517
Tahlequah, Oklahoma 74465
(918) 458-4100
G.O. DEBT CERTIFICATE

State of Oklahoma )
County of Cherokee ) SS

I, the undersigned duly qualified and acting Treasurer of Independent School District Number 35 of Cherokee County, State of Oklahoma, hereby certify that, as shown by the records of my office:

(1) The total outstanding indebtedness of said School District, including all bonds, warrants for prior fiscal years, judgments, inclusive of interest due on said outstanding warrants and judgments, is $4,900,000.00, which includes the following described bonds:

$2,485,000 General Obligation Building Bonds of 2020, dated July 1, 2020;

(2) There is on hand at this time in the sinking fund at least $40,186.00 for paying the principal of the above referred to outstanding indebtedness;

(3) Net debt, computed by subtracting paragraph (2) amounts from paragraph (1) is: $4,859,814;

(4) I have indicated below which County or Counties, if any, in which the School District is located has held an election under Oklahoma Constitution Article X, §6(B) approving an exemption of certain household and personal property from ad valorem taxation. Accordingly, said County or Counties have calculated the “millage adjustment factor” to be applied to debt percentage limits under Article 10, Section 26(b), resulting in an adjusted debt limit. In reliance on information deemed by the School District to be reliable, the Counties, millage adjustment factors, and adjusted debt limits are as follows:

<table>
<thead>
<tr>
<th>County</th>
<th>Art. 10, §6(b) Exemption</th>
<th>Millage Adjustment Factor</th>
<th>District Adjusted Debt Limit*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cherokee County</td>
<td>X</td>
<td>1.01400000000</td>
<td>$10,422,182.71</td>
</tr>
</tbody>
</table>

TOTAL ADJUSTED DEBT LIMIT (BONDING CAPACITY) $10,422,182.71

*Note: If there is no exemption, insert the 10% debt limit number required by Article 10, §26(A).

Dated this 11th day of June, 2020.

_________________________________________
Treasurer
G.O. DEBT CERTIFICATE

State of Oklahoma )
County of Cherokee ) SS

I, the undersigned duly qualified and acting Treasurer of Independent School District Number 35 of Cherokee County, State of Oklahoma, hereby certify that, as shown by the records of my office:

(1) The total outstanding indebtedness of said School District, including all bonds, warrants for prior fiscal years, judgments, inclusive of interest due on said outstanding warrants and judgments, is

______________________, which includes the following described bonds:

$2,485,000 General Obligation Building Bonds of 2020, dated July 1, 2020;

(2) There is on hand at this time in the sinking fund __________________ for paying the principal of the above referred to outstanding indebtedness;

(3) Net debt, computed by subtracting paragraph (2) amounts from paragraph (1) is:

______________________;

(5) I have indicated below which County or Counties, if any, in which the School District is located has held an election under Oklahoma Constitution Article X, §6(B) approving an exemption of certain household and personal property from ad valorem taxation. Accordingly, said County or Counties have calculated the "millage adjustment factor" to be applied to debt percentage limits under Article 10, Section 26(b), resulting in an adjusted debt limit. In reliance on information deemed by the School District to be reliable, the Counties, millage adjustment factors, and adjusted debt limits are as follows:

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<td>$10,422,182.71</td>
</tr>
</tbody>
</table>

TOTAL ADJUSTED DEBT LIMIT (BONDING CAPACITY) $10,422,182.71

*Note: If there is no exemption, insert the 10% debt limit number required by Article 10, §26(A).

Dated this 30th day of July, 2020.

_________________________________________
Treasurer
I, the undersigned official Treasurer of Independent School District Number 35 of Cherokee County, Oklahoma, hereby certify:

1. That, on the date of this receipt and certificate, the following amounts were paid to me, as such Treasurer, as the proceeds of the Bonds being issued by said School District denominated “General Obligation Building Bonds of 2020”, dated July 1, 2020.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal amount of Bonds</td>
<td>$2,485,000.00</td>
</tr>
<tr>
<td>Accrued interest on Bonds from date thereof to date of delivery thereof</td>
<td></td>
</tr>
<tr>
<td>Premium</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

2. That the total amount of interest to be paid on said Bonds, less the aforesaid amount paid to me as premium, is the identical amount of interest bid by the purchasers of said Bonds and accepted by the Board of Education of the aforesaid School District.

Given this 30th day of July, 2020.

_________________________________________
Treasurer
Gentlemen:

I have delivered to you when approved by the Attorney General of the State of Oklahoma an issue of $2,485,000 General Obligation Building Bonds of 2020 of Independent School District Number 35 of Cherokee County, Oklahoma, dated July 1, 2020.

You will find enclosed the good faith deposit of the purchaser of this bond issue in the amount of $49,700.00 and a Treasurer's Receipt, signed but left undated evidencing that payment has been made for these Bonds.

This letter shall serve as your authority to date the Treasurer's Receipt as of the date of payment for these Bonds; to return the enclosed good faith deposit and to deliver this issue of Bonds all to

___________________________________________________________________________________
or to their order when there has been paid to you for my account the purchase price of this bond issue which

is par and accrued interest plus a total premium of ___________________________.

The proceeds from this item you will please remit to me in the manner directed by the School District's financial consultant, Stephen H. McDonald & Associates, Inc., Norman, Oklahoma.

Yours very truly,

_________________________________________
Treasurer

REMITTANCE INSTRUCTIONS

TREASURER'S MAILING ADDRESS:

Kevin Dudley, Treasurer
Tahlequah Public Schools
P. O. Box 517
Tahlequah, Oklahoma 74465
(918) 458-4100
CERTIFICATION OF DOCUMENTS CONTAINED IN A PREVIOUS TRANSCRIPT

State of Oklahoma )
County of Cherokee ) SS

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District No. 35 of Cherokee County, Oklahoma, hereby certify that all proceedings relating to the issuance of the $2,485,000 General Obligation Building Bonds of 2020 of said School District had prior to the 14th day of May, 2020 (copies of which are attached hereto), are contained in a previous Official Transcript of Proceedings relating to a bond issue approved by the Attorney General of the State of Oklahoma on the 18th day of June, 2009, Bond Register No. 25,778.

WITNESS my hand and the seal of said School District this 11th day of June, 2020.

________________________________________
Clerk, Board of Education

(SEAL)
CERTIFICATION OF NOTICE OF SALE OF BONDS

State of Oklahoma  )
County of Cherokee  ) SS

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 35 of Cherokee County, Oklahoma, hereby certify that the attached printed copy of Proof of Publication of Notice of Sale of Bonds is a true and complete copy of the Notice of Sale of Bonds signed by me, as shown by the files of my office.

WITNESS my hand and the seal of said School District this 11th day of June, 2020.

_________________________________________
Clerk, Board of Education

(SEAL)
CERTIFICATION OF TRANSCRIPT OF PROCEEDINGS OF SALE OF BONDS

State of Oklahoma )
County of Cherokee ) SS

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 35 of Cherokee County, Oklahoma, hereby certify that the foregoing is a true and complete copy of the transcript of proceedings of said Board had at a special meeting thereof held on the date therein set out, insofar as the same relates to the sale of bonds therein described as the same appears of record in my office.

WITNESS my hand and seal this 11th day of June, 2020.

_________________________________________
Clerk, Board of Education
(SEAL)
CERTIFICATION OF RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS

State of Oklahoma )
County of Cherokee )

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 35 of Cherokee County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the issuance of Bonds for the purpose therein set out, adopted by said Board and transcript of proceedings of said Board had at a special meeting thereof duly held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

WITNESS my hand and seal this 11th day of June, 2020.

_________________________________________
Clerk, Board of Education
(SEAL)
Exhibit C

TRANSFER AGENT / REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of June 2020 by and between ISD #35 of Cherokee County, State of Oklahoma, hereinafter called “ISSUER”, and UMB Bank, N.A., a national banking association with its principal office in Kansas City, Missouri, with an office in Oklahoma City, Oklahoma, hereinafter called “AGENT”.

WHEREAS, ISSUER has issued, or is currently in the process of issuing, certain bonds and/or other debt instruments, more particularly described as $2,485,000 General Obligation Taxable Building Bonds of 2020, dated July 1, 2020, hereinafter called the “Bonds”; and

WHEREAS, ISSUER desires to designate and appoint a qualified agent for the purpose of performing transfer agent, registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such transfer agent, registrar and paying agent and is willing to serve in such capacity for ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER hereby designates and appoints AGENT as transfer agent, registrar and paying agent of the Bonds, and AGENT hereby accepts such appointment and agrees to provide the services set forth herein.

2. In connection with the appointment of AGENT, ISSUER agrees to deliver to AGENT the following documents on or prior to acceptance of the appointment and the registration and authentication of the Bonds by AGENT:

   (a) A certified copy of the order or consent of the ISSUER, and any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds.

   (b) An opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the order or consent have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER.

   (c) A closing certificate bearing the signatures of the authorized officials and instructions of ISSUER, instructions of purchaser(s), receipt of purchaser(s), specimens of the Bonds, and other documents related to the issuance of the Bonds.

   (d) A reasonable supply of blank certificates bearing the manual or facsimile signatures of officials of ISSUER authorized to sign certificates and, if required, impressed with ISSUER’s corporate seal or facsimile thereof, to enable AGENT to provide requisite numbers thereof to the holders of the Bonds.

The foregoing documents shall be subject to the review and approval of legal counsel for AGENT. Furthermore, ISSUER shall provide to AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as AGENT reasonably deems necessary or appropriate.

3. Bond certificates provided by ISSUER shall set forth relevant features of ISSUER’s obligation and shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee. AGENT shall have no responsibility for the form or contents of any such certificates.

4. ISSUER shall, while any of the Bonds are outstanding, provide AGENT a reasonable supply of blank certificates at any time upon request. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3 above.

5. AGENT shall initially register and authenticate, pursuant to instructions from ISSUER and/or the initial purchaser, one or more Bonds and shall enter into a Bond registry record of the certificate number of the Bond and the name and address of the owner as provided
by ISSUER. The AGENT shall maintain such registry of owners of the Bonds until all of the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures hereinafter set forth.

6. Transfers of ownership of the Bonds shall be made by AGENT only upon delivery to AGENT of a properly endorsed certificate or of a certificate accompanied by a properly endorsed bond power, accompanied by such documents as AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. AGENT reserves the right to refuse to transfer certificates until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures by a state or national bank, a member firm of a national securities exchange, or other institution that is eligible to guarantee signatures in accordance with applicable rules of the Securities and Exchange Commission and written standards and procedures of the AGENT, together with such other assurances as AGENT shall deem necessary or appropriate. AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. In all cases, AGENT need impose no greater requirements regarding documentation and evidence, nor make greater inquiry, than would be required by prevailing rules of the Securities Transfer Association, Inc. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) in accordance with a format approved by the Securities Transfer Association, Inc., and in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

7. AGENT may deliver Bonds by first class, certified, or registered mail, or by courier, and all such deliveries will be insured under coverage deemed appropriate by AGENT.

8. Subject to the provisions of Paragraph 13 of this Agreement, AGENT shall deem and treat the person, natural or otherwise, in whose name each Bond is registered and at the address provided in its registry of owners, as the absolute owner of such Bond for the purposes of receiving payment of the principal amount thereof and interest due thereon, for any notices required to be given, and for all other purposes. AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from ISSUER, AGENT will mail, at ISSUER's expense, notices or other communications from ISSUER to the owners of the Bonds as recorded in the registry of owners maintained by AGENT.

9. ISSUER shall, without notice from or demand of AGENT, provide to AGENT in immediately available funds at least one business day prior to the relevant interest and/or principal payment date, sufficient funds to pay on each interest payment date and each principal payment date, all interest and principal payments then payable under the terms and provisions of the Bonds. AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided immediately available funds to AGENT at least one business day prior to relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, the payment to the owners may be made in the next succeeding business day and no interest shall accrue. The term “business day” shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

10. To the extent that ISSUER has made sufficient funds available to it, AGENT will pay to the record owners of the Bonds as of record date (as specified in the Bond certificate or related documents) the interest due thereon as of the interest payment date.

11. To the extent that ISSUER has made sufficient funds available to it, and subject to the provisions of Paragraph 13, AGENT, upon presentment and surrender of any Bond on or after its maturity or earlier date of redemption, will pay to the owner the principal amount of the Bond plus interest, if any, accrued from the last interest payment date to the date of maturity or redemption.

12. AGENT may make a charge against owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of an owner to provide a correct taxpayer identification number to AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

13. All principal and interest payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners maintained by AGENT, or to such other address as directed by the owner. In the event that ISSUER agrees to provide the option of payment of the principal amount and the interest on the Bonds by electronic transfer in immediately available funds, the AGENT shall make payments by such means, at the expense of ISSUER, pursuant to instructions from the owner; provided, however, that this option shall be available only to owners of $1,000,000 or more in aggregate principal amount of the Bonds.

14. AGENT shall issue new certificates to replace certificates represented to AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, provided that, before the replacement of any certificate the following shall be required: (a) an affidavit of loss, and (b) at the option of AGENT, either an indemnity bond or other indemnification satisfactory to AGENT indemnifying ISSUER and AGENT.

15. AGENT shall comply with the rules of the Securities and Exchange Commission or other applicable rules pertaining to retention of cancelled Bond certificates, and shall periodically forward to ISSUER certification of the cancellation of all such Bond certificates following
transfers, exchanges, and redemptions. Alternatively, AGENT shall, upon prior request of ISSUER, forward to ISSUER the cancelled Bond certificates, in which case ISSUER agrees to comply with the foregoing described rules.

16. In case of any request or demand for inspection of the registry of owners or of other related records maintained by AGENT, the AGENT shall have the right to solicit appropriate instructions of ISSUER before permitting or refusing such inspection. AGENT reserves the right, however, to permit such inspection at reasonable times. AGENT shall have no duty to retain any documents or records pertaining to this Agreement or the Bonds more than six years after the final interest or principal payment date of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

17. AGENT is authorized to act on the order, directions or instructions of all such officials as the governing body of ISSUER by resolution or other proper action shall designate. AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s) and shall not be held to have notice of any change of authority of any official until receipt of written notice thereof from ISSUER.

18. ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests, and shall provide specimen signatures of each newly authorized official. In case any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates, AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by ISSUER.

19. AGENT shall, at the written direction and expense of the ISSUER, mail notice(s) to the owners of the Bonds in accordance with the terms of the documents referenced in Paragraph 2 above and current industry regulations, guidelines or practice. AGENT is hereby authorized at the expense of ISSUER to provide such notice(s) to depositories, banks, brokers, rating agencies, information services, repositories, publications and other entities that request such notice(s) or may commonly receive notice(s) in accordance with industry regulations, guidelines or practice.

20. ISSUER shall pay AGENT as compensation for AGENT's services hereunder, such amount as is set forth in writing and given to the ISSUER as of the date of initial delivery of the Bonds or as otherwise agreed to from time to time by the Issuer and the Agent, and shall reimburse AGENT for all out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with this Agreement.

21. AGENT may resign, or be removed by ISSUER, upon thirty days written notice to the other. In the event of resignation or removal, AGENT shall deliver the registry of owners and all related books and records pursuant to instructions of ISSUER within a reasonable period following the effective date of its removal or resignation.

22. Whenever in the performance of its duties as Agent hereunder or under the Bonds the Agent shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder or under the Bonds the AGENT may consult with legal counsel, including, but not limited to, legal counsel for ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice of such counsel.

23. It is acknowledged that in certain cases the initial registered owner of all of the Bond certificates may be the Depository Trust Company, Midwest Securities Depository, Philadelphia Securities Depository or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), in which case none of the beneficial owners will receive certificates representing their respective interest in the Bonds. In such cases, the following provisions shall apply:

(a) The registry of owners maintained by AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless ISSUER authorizes the delivery of bonds to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, until and unless ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) ISSUER may at any time, with the consent of AGENT, select and appoint a successor Securities Depository.

(d) If ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds of ISSUER, then AGENT, upon the instruction and at the expense of ISSUER, shall notify by first class mail the beneficial owners of the Bonds of such determination and of the availability of certificates to owners requesting the same. AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession.
of at least one Bond. For purpose of this paragraph, AGENT may conclusively rely on information provided by the Securities Depository and its participants as to the names and mailing addresses of the beneficial owners of the Bonds and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of AGENT shall be paid by ISSUER.

24. To the extent permitted by law, the ISSUER will indemnify, hold harmless, and defend AGENT from and against any and all actions or suits, and from and against any and all losses, damages, costs, charges, counsel fees, payments, expenses and liabilities arising out of the agency relationship, where AGENT has acted in good faith and with due diligence and without negligence. In any event AGENT shall incur no liability whatsoever and shall be fully indemnified and protected by ISSUER in taking or failing to take any action at the specific direction of or pursuant to instructions of any official of ISSUER. AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under this Agreement or in respect of the Bonds which, in its opinion, may involve it in expense or liability, unless ISSUER shall furnish AGENT with satisfactory security and indemnity. To the extent that ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by AGENT to enforce the terms of any indemnity undertaken by ISSUER in favor of AGENT.

25. It is mutually understood and agreed that, unless otherwise provided in the Bonds or related documents, this Agreement shall be governed by the laws of the State of Oklahoma, both as to interpretation and performance.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. The name "UMB Bank, N.A." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the fiduciary business of said Bank may at any time be transferred.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers set their respective hands this 11th day of June 2020.

Table: Table

<table>
<thead>
<tr>
<th>Fee Schedule</th>
<th>Acceptance Fee</th>
<th>$300.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Fee</td>
<td></td>
<td>$300.00</td>
</tr>
</tbody>
</table>

Table: Table

Authorized Signature

Authorized Signature

Table: Table

Authorized Signature

Authorized Signature
CERTIFICATION OF REGISTRAR CONTRACT

State of Oklahoma )
County of Cherokee ) SS

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 35 of Cherokee County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a contract between said School District and UMB Bank, n.a., Oklahoma City, Oklahoma, naming said Bank as Registrar for an issue of $2,485,000 General Obligation Building Bonds of 2020, dated July 1, 2020, of said School District, and stipulating that said contract and fee agreement is subject to annual renewal at the option of said School District.

WITNESS my hand and the seal of said School District this 11th day of June, 2020.

_________________________________________
Clerk, Board of Education

(SEAL)
NON-LITIGATION AFFIDAVIT

State of Oklahoma  )
County of Cherokee    )  SS

We, the undersigned, being first duly sworn upon oath, state that we were on the 11th day of June, 2020, have been continuously since and are now the duly qualified and acting President and Clerk, respectively, of the Board of Education of Independent School District Number 35 of Cherokee County, Oklahoma.

And that as such officials, being duly authorized thereto, we have signed, sealed and officially executed the $2,485,000 of General Obligation Building Bonds of said School District.

We hereby further certify that there is no litigation of any nature pending or threatened in any manner affecting or questioning the validity of the above described Bonds, or restraining or enjoining their issuance or delivery, or the levy and collection of taxes to meet the interest thereon or the principal thereof, or in any manner questioning the proceedings or authority by which said issue is made, or affecting the corporate existence or the boundaries of said School District or the title of its officers to their respective offices.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed the official seal of said School District this 11th day of June, 2020.

_________________________________________
President, Board of Education

_________________________________________
Clerk, Board of Education

(SEAL)

Subscribed and sworn to before me this 11th day of June, 2020.

_________________________________________
Notary Public

(SEAL)

My commission expires: _____________________
Commission No. _____________________
NO CONTRACT AFFIDAVIT

State of Oklahoma )
County of Cherokee ) SS

We, the undersigned, of lawful age, being first duly sworn on oath say:

That we are the duly qualified and acting President and Clerk of the Board of Education of Independent School District Number 35 of Cherokee County, Oklahoma.

That we know of our personal knowledge that there are not now and have not been any contracts, agreements or understandings, either written or verbal, relative to the sale of or by which said Board is to pay, has paid or was to have paid, directly or indirectly, for services rendered to said Board in the conduct of the proceedings, the sale or disposition of certain General Obligation Building Bonds, dated July 1, 2020, in the principal amount of $2,485,000, except certain agreements, true copies of which are hereto attached marked Exhibits “A,” “B,” “C” and “D” and made a part hereof. Said agreements have been renewed for the current fiscal year, have not been rescinded, and remain in force and effect as of the date hereof.

That neither of us has knowingly received a kickback as defined in 74 O.S. § 3402, either directly or indirectly, from the purchaser or any of its officers, directors, owners or employees of the Bonds referred to above, from the financial advisor to the School Board issuing the Bonds referred to above, from the Transfer Agent/Registrar/Paying Agent referred to above, from the Bond Counsel referred to above (if District pays for Bond Counsel) or from any person, firm, corporation or entity which submitted a bid to purchase the bonds referred to above or any of its officers, directors, owners or employees in connection with said bond issue contrary to or in violation of the Anti-Kickback Act of 1974, 74 O.S. §§ 3401-3407.

Under penalty of perjury, the undersigned swears (or affirms) that the information contained in this Affidavit is true, correct and complete to the best of my knowledge and belief.

_________________________________________
President, Board of Education

_________________________________________
Clerk, Board of Education

Subscribed and sworn to before me this 11th day of June, 2020.

_________________________________________
Notary Public

My commission expires: ___________________
Commission No. ___________________
NON-LITIGATION AFFIDAVIT

State of Oklahoma )
County of Cherokee ) SS

We, the undersigned, being first duly sworn upon oath, state that we were on the 11th day of June, 2020, have been continuously since and are now the duly qualified and acting President and Clerk, respectively, of the Board of Education of Independent School District Number 35 of Cherokee County, Oklahoma.

And that as such officials, being duly authorized thereto, we have signed, sealed and officially executed the $2,485,000 of General Obligation Building Bonds of said School District.

We hereby further certify that there is no litigation of any nature pending or threatened in any manner affecting or questioning the validity of the above described Bonds, or restraining or enjoining their issuance or delivery, or the levy and collection of taxes to meet the interest thereon or the principal thereof, or in any manner questioning the proceedings or authority by which said issue is made, or affecting the corporate existence or the boundaries of said School District or the title of its officers to their respective offices.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed the official seal of said School District this 30th day of July, 2020.

________________________________________
President, Board of Education

________________________________________
Clerk, Board of Education

(SEAL)

Subscribed and sworn to before me this 30th day of July, 2020.

________________________________________
Notary Public

(SEAL)

My commission expires: _________________
Commission No. _________________
ANTI-KICKBACK AFFIDAVIT OF FINANCIAL ADVISOR

State of Oklahoma )
County of Cleveland ) SS

I, Ron Fisher, of lawful age, being first duly sworn and being a duly authorized representative of Stephen H. McDonald & Associates, Inc., Norman, Oklahoma, the Financial Advisory firm assisting the subject school district with the following bonds:

$2,485,000 General Obligation Building Bonds of 2020 of Independent School District Number 35 of Cherokee County, Oklahoma, dated July 1, 2020

(1) do hereby on behalf of said Financial Advisors, hereby certify and affirm that neither I, nor to the best of my knowledge and belief any officer, member, employee or representative of said firm of Financial Advisors has knowingly given or offered a “kickback” as defined in 74 O.S. § 3402, neither directly or indirectly to said School District nor to any member or officer of the Board of Education, nor to any other employee or representative of said School District, in connection with said bond issue contrary to the provisions of the Anti-Kickback Act of 1974, 74 O.S. §§ 3401-3407.

(2) do hereby on behalf of said Financial Advisors, hereby certify and affirm we are currently in good standing with the Oklahoma Secretary of State and the Oklahoma Tax Commission.

(3) do hereby on behalf of said Financial Advisors, hereby certify and affirm that we are currently registered with the Oklahoma Securities Commission and our IARD # is 117203.

(4) do hereby on behalf of said Financial Advisors, hereby certify and affirm that we are currently registered with the S.E.C. as a municipal advisor.

_________________________________________
Ron Fisher, President

Subscribed and sworn to before me this 11th day of June, 2020.

_________________________________________
Notary Public

(SEAL)

My commission expires: _________________

Commission No. ____________________
CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Independent School District No. 35 of Cherokee County, Oklahoma (the “Issuer”) in connection with the issuance of $2,485,000 General Obligation Building Bonds of 2020 (the “Bonds”). The Bonds are being issued pursuant to a Resolution dated the 11th day of June, 2020. The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders, including beneficial owners, and in order to assist the Participating Underwriters in complying with paragraph (d)(2) of SEC Rule 15c2-12.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Audited Financial Statements” shall mean the Issuer’s annual financial statements, prepared on a prescribed basis of accounting that demonstrates compliance with the cash basis and budget laws of the State of Oklahoma, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State. Revenues are recorded as received in cash, except for revenues susceptible to accrual and material revenues that are not received at the normal time of receipt. Expenditures are recorded in the accounting period in which the fund liability is incurred and encumbered.

“Dissemination Agent” shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Material” with respect to information, means information as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the offering document related to the Bonds, information disclosed hereunder, or information generally available to the public. Notwithstanding the foregoing, “Material” information includes information that would be deemed “material” for purposes of the purchase or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the information.
“MSRB” means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Commission, filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at http://emma.msrb.org.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Prescribed Form” means, with regard to the filing of Annual Financial Information, Audited Financial Statements and notices of Listed Events with the MSRB at www.emma.msrb.org (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Oklahoma.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than ten months following the end of the fiscal year in which the bonds are issued (as of the date of this Disclosure Certificate, June 30 is the end of the fiscal year), or later as such information becomes publicly available, and each fiscal year thereafter, provide annually to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. If the Issuer has retained a separate Dissemination Agent, then not later than fifteen (15) Business Days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in the first sentence of subsection (a), the Issuer shall send, in a timely manner, a notice to the MSRB in substantially the form attached as Exhibit A.

(c) If other than the Issuer, the Dissemination Agent shall file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate.

SECTION 4. Content of Annual Reports. The Issuer’s Annual Report shall consist of certain financial information and operating data relating to the Issuer, but only to the extent such information is customarily prepared by the Issuer annually and is made publicly available. Such information shall consist solely of the Issuer’s Audited Financial Statements. If the Audited Financial Statements are not available by the time the Annual Report must be provided, unaudited financial statements will be provided and Audited Financial Statements will be provided, when and if available, to the MSRB.

The Issuer is required to deliver such information in Prescribed Form and by such time so that such entities receive the information by the dates specified.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of the MSRB or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the
Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so incorporated by reference.

If any part of the Annual Report can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Issuer will disseminate a statement to such effect as part of its Annual Report for the year in which such event first occurs.

If any amendment is made to this Disclosure Certificate, the Annual Report for the year in which such amendment is made (or in any notice or supplement provided to the MSRB) shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

SECTION 5. Reporting of Listed Events.

(a) Upon the occurrence of any of the following Listed Events, the Issuer (or the Dissemination Agent on behalf of the Issuer) shall give notice of the occurrence of such event to the MSRB in accordance with this Section 5:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if Material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices of determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modification to rights of Bondholders, if Material;
8. Bond calls, if Material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if Material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if Material;
14. Appointment of a successor or additional Trustee/Paying Agent or the change of name of a Trustee/Paying Agent, if Material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall file a notice of the occurrence of a Listed Event in Prescribed Form with the MSRB within 10 business days of the occurrence of the applicable event. Notwithstanding the foregoing: notice of the occurrence of any Listed Event described in (a)(8) above need not be given under this Section 5 any earlier than when notice (if any) of the underlying event is given to the registered owners of the affected Bonds pursuant to the resolution authorizing the issuance of the Bonds; and notice of any scheduled sinking fund redemption in accordance with the schedule set forth in such resolution or the Official Statement need not be given under this Disclosure Certificate.

SECTION 6. Termination of Reporting Obligation. The Issuer’s obligation under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Issuer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of the Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any bondholder, including beneficial owners, may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.
SECTION 11. **Duties, Immunities and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney’s fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. **Duty To Update EMMA/MSRB.** The Issuer shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB’s e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB.

SECTION 13. **Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and Bondholders, including beneficial owners, from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. **Assignment.** The Issuer shall not transfer its obligations under this Disclosure Certificate unless the transferee agrees to assume all obligations of the Issuer hereunder or to execute a continuing disclosure undertaking under the Rule.

SECTION 15. **Recordkeeping.** The Issuer shall maintain records of all Annual Report filings and Listed Events filings, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

SECTION 16. **Issuer Contact.** The Issuer designates as the person from whom its Annual Report and Listed Events disclosure can be obtained: Superintendent of Schools, Tahlequah Public Schools, P. O. Box 517, Tahlequah, Oklahoma 74465 (918) 458-4100.

Dated this 30th day of July, 2020.

**Independent School District No. 35 of Cherokee County, Oklahoma**

By: ____________________________________

President, Board of Education
EXHIBIT A
NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Independent School District No. 35 of Cherokee County, Oklahoma
Name of Bond Issue: $2,485,000 General Obligation Building Bonds of 2020
Date of Issuance: __________________________

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate dated the 11th day of June, 2020. The Issuer anticipates that the Annual Report will be filed by .

Dated: __________________________

Independent School District No. 35 of Cherokee County, Oklahoma

By: __________________________
    President, Board of Education
PUBLIC OFFICIAL'S CERTIFICATE OF MANUAL SIGNATURE

TO: Secretary of State, 101 State Capitol, Oklahoma City, Oklahoma 73105

State of Oklahoma
County of Cherokee

Dr. Dana Eversole, of lawful age and being duly sworn on oath says:

That he/she is the duly qualified and acting President of the Board of Education of Independent School District Number 35 of Cherokee County, of the State of Oklahoma and as such is an “authorized officer” as defined in the Uniform Facsimile Signature of Public Officials Act, 62 O.S. Section 601-606.

That pursuant to the provisions of the said title, affiant herewith tenders for filing in the Office of the Secretary of State of the State of Oklahoma the manual signature of such officer for the uses and purposes as set forth in said title.

That further pursuant to the provisions of said title, said officer does hereby certify under oath that the following is the genuine manual signature of said official.

(Signature/Signature Stamp)

Dated this 11th day of June, 2020.

(Signature of Affiant)

State of Oklahoma
County of Cherokee
Subscribed and sworn to before me this 11th day of June, 2020.

(Notary Seal)

My commission Expires: _______________________
Commission No.: _______________________

Note: Must be EXECUTED IN DUPLICATE.
PUBLIC OFFICIAL’S CERTIFICATE OF MANUAL SIGNATURE

TO: Secretary of State, 101 State Capitol, Oklahoma City, Oklahoma 73105

State of Oklahoma

County of Cherokee

Brenda Hammer, of lawful age and being duly sworn on oath says:

That he/she is the duly qualified and acting Clerk of the Board of Education of Independent School District Number 35 of Cherokee County, of the State of Oklahoma and as such is an “authorized officer” as defined in the Uniform Facsimile Signature of Public Officials Act, 62 O.S. Section 601-606.

That pursuant to the provisions of the said title, affiant herewith tenders for filing in the Office of the Secretary of State of the State of Oklahoma the manual signature of such officer for the uses and purposes as set forth in said title.

That further pursuant to the provisions of said title, said officer does hereby certify under oath that the following is the genuine manual signature of said official.

(Signature/Signature Stamp) (Official Seal)

Dated this 11th day of June, 2020.

(Signature of Affiant)

State of Oklahoma

County of Cherokee

Subscribed and sworn to before me this 11th day of June, 2020.

(Notary Seal)

Notary Public

My commission Expires: ______________________

Commission No.: ______________________

Note: Must be EXECUTED IN DUPLICATE.
TO: Secretary of State, 101 State Capitol, Oklahoma City, Oklahoma 73105

State of Oklahoma

County of Cherokee

Kevin Dudley, of lawful age and being duly sworn on oath says:

That he/she is the duly qualified and acting Treasurer of the Board of Education of Independent School District Number 35 of Cherokee County, of the State of Oklahoma and as such is an “authorized officer” as defined in the Uniform Facsimile Signature of Public Officials Act, 62 O.S. Section 601-606.

That pursuant to the provisions of the said title, affiant herewith tenders for filing in the Office of the Secretary of State of the State of Oklahoma the manual signature of such officer for the uses and purposes as set forth in said title.

That further pursuant to the provisions of said title, said officer does hereby certify under oath that the following is the genuine manual signature of said official.

(Signature/Signature Stamp)

Dated this 11th day of June, 2020.

(Signature of Affiant)

State of Oklahoma

County of Cherokee

Subscribed and sworn to before me this 11th day of June, 2020.

(Notary Seal)

My commission Expires: ________________

Commission No.: ________________

Note: Must be EXECUTED IN DUPLICATE.
PUBLIC OFFICIAL’S AUTHORIZATION OF MANUAL SIGNATURE

TO:  Oklahoma Attorney General – 313 N.E. 21st Street – Oklahoma City, OK 73105
      ATTN: Bond Department – (405) 522-4536

In order for this office to confirm you have been notified about, and agree to the use of your facsimile signature on the bonds described below and any related certificates or documents, please have each official affix his/her signature where indicated and return this form to the Office of the Attorney General.

We the undersigned officials, hereby authorize the use of his/her facsimile signature on file in the Office of the Secretary of State for the use of:

An issue of general obligation bonds denominated “$2,485,000 General Obligation Building Bonds of 2020” of Independent School District Number 35 of Cherokee County, Oklahoma, dated: July 1, 2020

Dr. Dana Eversole, President
Board of Education
Independent School District Number 35
Cherokee County, Oklahoma
________________________________   ________________________________
(Type name and title of officer)    (Signature of officer)

________________________________   ________________________________
(Type name and title of officer)    (Signature of officer)

________________________________   ________________________________
(Type name and title of officer)    (Signature of officer)

________________________________   ________________________________
(Type name and title of officer)    (Signature of officer)

If you have any questions, please contact the Office of the Attorney General.
PUBLIC OFFICIAL’S AUTHORIZATION OF MANUAL SIGNATURE

TO: Oklahoma Attorney General – 313 N.E. 21st Street – Oklahoma City, OK 73105
ATTN: Bond Department – (405) 522-4536

In order for this office to confirm you have been notified about, and agree to the use of your facsimile signature on the bonds described below and any related certificates or documents, please have each official affix his/her signature where indicated and return this form to the Office of the Attorney General.

We the undersigned officials, hereby authorize the use of his/her facsimile signature on file in the Office of the Secretary of State for the use of:

An issue of general obligation bonds denominated “$2,485,000 General Obligation Building Bonds of 2020” of Independent School District Number 35 of Cherokee County, Oklahoma, dated: July 1, 2020

Brenda Hammer, Clerk
Board of Education
Independent School District Number 35
Cherokee County, Oklahoma
(Type name and title of officer) (Signature of officer)

(Type name and title of officer) (Signature of officer)

(Type name and title of officer) (Signature of officer)

(Type name and title of officer) (Signature of officer)

If you have any questions, please contact the Office of the Attorney General.
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of Cherokee County, Oklahoma, dated: July 1, 2020

Kevin Dudley, Treasurer
Board of Education
Independent School District Number 35
Cherokee County, Oklahoma

(Type name and title of officer)  (Signature of officer)

(Type name and title of officer)  (Signature of officer)

(Type name and title of officer)  (Signature of officer)

(Type name and title of officer)  (Signature of officer)

If you have any questions, please contact the Office of the Attorney General.
PUBLIC OFFICIAL'S CERTIFICATE OF MANUAL SIGNATURE

TO: Secretary of State, 101 State Capitol, Oklahoma City, Oklahoma  73105

State of Oklahoma
County of Cherokee

Chrissi Nimmo, of lawful age and being duly sworn on oath says:

That he/she is the duly qualified and acting Vice President of the Board of Education of Independent School District Number 35 of Cherokee County, of the State of Oklahoma and as such is an “authorized officer” as defined in the Uniform Facsimile Signature of Public Officials Act, 62 O.S. Section 601-606.

That pursuant to the provisions of the said title, affiant herewith tenders for filing in the Office of the Secretary of State of the State of Oklahoma the manual signature of such officer for the uses and purposes as set forth in said title.

That further pursuant to the provisions of said title, said officer does hereby certify under oath that the following is the genuine manual signature of said official.

(Signature/Signature Stamp)

Dated this 11th day of June, 2020.

(Signature of Affiant)

State of Oklahoma
County of Cherokee

Subscribed and sworn to before me this 11th day of June, 2020.

(Notary Seal)

My commission Expires: __________________
Commission No.: _______________________

Note: Must be EXECUTED IN DUPLICATE.
TO: Secretary of State, 101 State Capitol, Oklahoma City, Oklahoma 73105

State of Oklahoma

County of Cherokee

_________________________________________, of lawful age and being duly sworn on oath says:

That he/she is the duly qualified and acting Deputy Clerk of the Board of Education of Independent School District Number 35 of Cherokee County, of the State of Oklahoma and as such is an “authorized officer” as defined in the Uniform Facsimile Signature of Public Officials Act, 62 O.S. Section 601-606.

That pursuant to the provisions of the said title, affiant herewith tenders for filing in the Office of the Secretary of State of the State of Oklahoma the manual signature of such officer for the uses and purposes as set forth in said title.

That further pursuant to the provisions of said title, said officer does hereby certify under oath that the following is the genuine manual signature of said official.

(Signature/Signature Stamp) (Official Seal)

Dated this 11th day of June, 2020.

_________________________________________

(Signature of Affiant)

State of Oklahoma

County of Cherokee

Subscribed and sworn to before me this 11th day of June, 2020.

(Notary Seal)

My commission Expires: _____________________

Commission No.: _____________________

Note: Must be EXECUTED IN DUPLICATE.
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Chrissi Nimmo, Vice President  
Board of Education  
Independent School District Number 35  
Cherokee County, Oklahoma  

(Type name and title of officer)  
(Signature of officer)


If you have any questions, please contact the Office of the Attorney General.
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of Cherokee County, Oklahoma, dated: July 1, 2020

____________________, Deputy Clerk
Board of Education
Independent School District Number 35
Cherokee County, Oklahoma

(Type name and title of officer) (Signature of officer)

____________________
(Type name and title of officer) (Signature of officer)

____________________
(Type name and title of officer) (Signature of officer)

____________________
(Type name and title of officer) (Signature of officer)

____________________
(Type name and title of officer) (Signature of officer)

If you have any questions, please contact the Office of the Attorney General.
The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt obligations (the “Bonds”) issued by Independent School District Number 35 of Cherokee County, State of Oklahoma (the “Issuer”), so as to maximize the likelihood that all applicable post-issuance requirements of the Internal Revenue Code of 1986, as amended (the “Code”) and applicable Treasury Regulations (the “Regulations”) needed to preserve the tax-exempt status of the Bonds are met. The Issuer reserves the right to use its discretion as necessary and appropriate to make exceptions or create additional provisions as circumstances warrant. The Issuer also reserves the right to change these policies and procedures from time to time.

General

Proceeds of the Issuer’s Bonds are used to finance certain facilities and equipment. Federal tax law limitations apply to the Issuer’s Bonds. These limitations apply throughout the life of the outstanding Bonds. Some of these “over the life” limitations relate to the investment of proceeds of the Bonds, and others relate to the use and expenditure of the proceeds of the Bonds. A failure to meet these “over the life” limitations at any time during the life of the Bonds could result in the retroactive and prospective loss of the tax-exempt status of the Bonds or the imposition of additional taxes or assessments on the Issuer.

The Board of Education of the Issuer has the overall, final responsibility for monitoring whether the Issuer is in compliance with post-issuance federal tax requirements for the Issuer’s Bonds. However, the Board of Education assigns to the Superintendent of Schools (the “Compliance Officer”) the primary operating responsibility to monitor the Issuer’s compliance with post-issuance federal tax requirements for the Issuer’s Bonds.

The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Regulations and the United States Treasury’s Tax-Exempt Bonds Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.

The Compliance Officer shall review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.
Post-Issuance Compliance Requirements

External Advisors / Documentation

The Issuer shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. The Issuer also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with any potential changes in use of Bond-financed or refinanced assets.

The Issuer shall be responsible to determine (or obtain expert advice to determine) whether arbitrage rebate calculations have to be made for the Bond issue. If it is determined that such calculations are or are likely to be required, the Issuer shall engage expert advisors (each a “Rebate Service Provider”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, or else shall ensure that it has adequate financial, accounting and legal resources of its own to make such calculations. The Issuer shall make any rebate payments required on a timely basis.

The investment of Bond proceeds shall be managed by the Issuer in accordance with applicable statutory provisions. The Issuer shall maintain adequate records regarding the investments and transactions involving Bond proceeds.

Arbitrage Yield Restriction and Rebate Requirements

The Compliance Officer shall be responsible for overseeing compliance with arbitrage yield restriction and rebate requirements under federal tax regulations, as follows:

1) Monitor compliance with the applicable “temporary period” (as defined in the Code and Regulations) exceptions for the expenditure of Bond proceeds, and provide for yield restriction on investments including “yield reduction payments” (as defined in the Code and Regulations) where applicable. Generally, there is a 3-year temporary period for capital projects.

2) Ensure that investments acquired with Bond proceeds are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable safe harbor under the Code and Regulations may be used.

3) In the case of any issue of Bonds for an “advanced refunding” (as defined in the Code and Regulations), coordinate with the Issuer's financial advisor and any escrow agent to arrange for the purchase of the refunding escrow securities, arrange for the computation of the yield on such escrow securities by an outside verification agent, and monitor compliance with applicable yield restrictions.
4) If at the time of Bond issuance, based on reasonable expectations set forth in the tax certificate/agreement executed at the time of Bond issuance (the “Tax Certificate”), it appears likely that the Bond issue will qualify for an exemption from the rebate requirement, the Issuer may defer taking any of the actions set forth in subsection (5). Not later than the time of completion of construction or acquisition of the project (or, in the case of a refunding, the redemption of the refunded bonds), and depletion of all funds from the borrowed money fund, the Issuer shall make a determination if expenditure of the Bond proceeds qualified for exemption from the rebate requirements based on the “small issuer” exception or spending within 6 months, 18 months or 24 months after issuance. As of the adoption of these procedures, the Issue will qualify for the “small issuer” or “spending exceptions” to the general rebate requirements under the following circumstances:

<table>
<thead>
<tr>
<th>Exception</th>
<th>Circumstances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Issuer</td>
<td>An issue (other than a refunding issue) qualifies for the small issuer exception only if the issuer reasonably expects as of the issue date to issue, or in fact issues, $5M or less in tax-exempt governmental bonds during that calendar year. The aggregation rules of section 148(f)(4)(D) of the Code should be considered when determining whether this exception applies. The $5M limit shall be increased when financing public school capital expenditures by the lesser of $10M or so much of the aggregate face amount of the bonds attributable to financing the construction.</td>
</tr>
<tr>
<td>6-Month</td>
<td>Section 1.148-7(c) of the Treasury regulations provides an exception to rebate if the gross proceeds of the bond issue are allocated to expenditures for governmental or qualified purposes that are incurred within 6 months after the date of issuance.</td>
</tr>
<tr>
<td>18-Month</td>
<td>Section 1.148-7(d) of the Treasury regulations provides an exception to rebate if the gross proceeds of the bond issue are allocated to expenditures for governmental or qualified purposes which are incurred within the following schedule: 1) 15% within 6 months after the date of issuance; 2) 60% within 12 months after the date of issuance; and 3) 100% within 18 months after the date of issuance.</td>
</tr>
<tr>
<td>2-Year</td>
<td>Section 1.148-7(e) of the Treasury regulations provides that an exception to rebate is available with respect to construction issues financing property to be owned by a governmental entity or 501(c)(3) organization when certain available construction proceeds are allocated to construction expenditures within the following schedule: 1) 10% within 6 months after the date of issuance; 2) 45% within 12 months after the date of issuance; 3) 75% within 18 months after the date of issuance; and 4) 100% within 24 months after the date of issuance.</td>
</tr>
</tbody>
</table>
If a rebate exemption is determined to be applicable, the Issuer shall prepare and keep in the permanent records of the Bond issue a memorandum evidencing this conclusion together with records of expenditure to support such conclusion. If the transaction does not qualify for rebate exemption, the Issuer shall initiate the steps set forth in (5) below.

5) If at the time of Bond issuance it appears likely that arbitrage rebate calculations will be required, or upon determination that calculations are required pursuant to (4) above, the Issuer shall:

- engage the services of a Rebate Service Provider and, prior to each rebate calculation date, deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider;
- provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- monitor efforts of the Rebate Service Provider;
- assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed;
- during the construction period of each capital project financed in whole or in part by Bonds, monitor the investment and expenditure of Bond proceeds and consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- retain copies of all arbitrage reports as described below under “Record Keeping Requirements.”
- in lieu of engaging an outside Rebate Service Provider, the Issuer may make a determination that it has sufficient capabilities using its own personnel, supported by its regular accounting and legal advisers, to be able to make the required rebate calculations. Such determination shall be evidenced in writing with specific reference to the personnel and advisers to carry out the calculations, and such written determination shall be maintained in the records of the bond transaction.

Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The Compliance Officer shall be responsible for:

- monitoring the use of Bond proceeds (including investment earnings and including reimbursement of expenditures made before bond issuance) and the use of Bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) throughout
the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate relating to the Bonds;

- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds (including investment earnings and including reimbursement of expenditures made before bond issuance), including, if necessary a final reallocation of Bond proceeds within 18 months after each project financed by the Bonds is placed in service in accordance with Section 1.148-6(d) of the Regulations;

- consulting with bond counsel and other legal counsel and advisers in the review of any change in use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate relating to the Bonds;

- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate relating to the Bonds;

- to the extent that the Issuer discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary;

All relevant records and contracts shall be maintained as described below.

**Information Reporting**

After delivery of the bond proceeds, the Financial Advisor shall provide the Issuer with the completed IRS Form 8038-G, *Information Return for Tax-Exempt Governmental Obligations*, or 8038-GC, *Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales*, as applicable. The Compliance Officer shall sign and date the form and then mail it certified mail, return receipt requested, to the Internal Revenue Service. As of the date of the adoption of these procedures, the form is required to be filed by the 15th day of the second calendar month following the quarter in which the bonds were issued. The Issuer shall retain a copy of the executed form and the return mail receipt with the other documents associated with the tax exempt bonds.

**Qualified Tax-Exempt Obligations**

If the Issuer issues “qualified tax-exempt obligations” in any year, the Compliance Officer shall monitor all tax-exempt financings (including lease purchase arrangements and other similar financing arrangements) to assure that the “small issuer” limit (currently, $10,000,000) is not exceeded.
Record Keeping Requirement

The Compliance Officer shall be responsible for maintaining the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least six years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Issuer at or in connection with closing of the issue of Bonds;

- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds; and

- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, in connection with any investment agreements, and copies of all bidding documents, if any.

While document retention is typically accomplished through the maintenance of hard copies, records may be kept in electronic format so long as applicable requirements, such as Revenue Procedure 97-22, are satisfied. IRS bond agents have been instructed to request documents and information in electronic format. IRM 4.81.5.7.2.4 (11-01-09). For this reason it is advisable to retain records relating to the Issuer’s bonds in electronic format whenever practical.

Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the “Rule”), underwriters are required to obtain an agreement for ongoing disclosure in connection with the public offering of securities in a principal amount in excess of $1,000,000. Unless the Issuer is exempt from compliance with the Rule as a result of certain permitted exemptions, the Transcript for each issue of Bonds will include an undertaking by the Issuer to comply with the Rule. The Compliance Officer will monitor compliance by the Issuer with its undertakings, which may include the requirement for an annual filing of operating and financial information and will include a requirement to file notices of listed “material events.” As of the adoption of these procedures, the Issuer is required to give notice of the occurrence of any of the following events:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if Material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-
TEB), or other material notices of determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modification to rights of Bondholders, if Material;
8. Bond calls, if Material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if Material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if Material;
14. Appointment of a successor or additional Trustee/Paying Agent or the change of name of a Trustee/Paying Agent, if Material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

Education Policy

It is the policy of the Issuer that the Compliance Officer and his or her staff, as well as the principal operating officials of those departments of the Issuer for which property is financed with Bond proceeds should be provided with education and training on federal tax requirements applicable to tax-exempt bonds. The Issuer recognizes that such education and training is vital as a means of helping to ensure that the Issuer remains in compliance with those federal tax requirements in respect of its Bonds. The Issuer will therefore enable and encourage those personnel to attend and participate in educational and training programs offered by professional trade associations and other entities with regard to the federal tax requirements applicable to tax-exempt bonds.
Sample “Small Issuer Exception” Memorandum

RE: __________ General Obligation ___________________ Bonds of
__________ of Independent School District Number 35 of Cherokee
County, Oklahoma, dated ___________ 1, _______.

Independent School District Number 35 of Cherokee County, Oklahoma (the
“Issuer”), believes the referenced bond issue qualifies for the “small issuer exception”
from the rebate requirement because, as of the issue date, the aggregate face amount of
all tax-exempt bonds (including the referenced issue and notes or other obligations)
issued by the Issuer (and all subordinate entities thereof) during calendar year ________
is not reasonably expected to exceed $5,000,000.

________________________________   ________________________________
Signature  Date

________________________________
Printed Name/Title
The Municipal Securities Rulemaking Board (“MSRB”), which is the rule making body for municipal advisors like Stephen H. McDonald & Associates, requires certain disclosures be given to clients. This rule includes written disclosure of any potential material conflicts of interest that may be pertinent to your selection of us as your municipal advisor.

There are five specific scenarios which the MSRB specifically believes should be disclosed. Since we don't make payments to obtain clients or split our fees with other parties, two of the five do not apply. This leaves three scenarios which we will address.

First, there is the scenario where our compensation is contingent on the size or closing of any transaction. We believe any conflict here is negligible at best. You, as the issuer of the debt make the determination of how much money you need for your project. We do not make that determination but we take the amount you have determined and advise you what the approximate costs are including our fee. See our Form ADV Part 2(A) for more information.

Second, there is the scenario where an affiliate of our firm may provide a service or product that is directly related to the services we are providing. This may arise in connection with our firm if you are leasing or renting buildings, equipment or other tangible property. We have two affiliated companies, MR, Inc. and MR-Jenks I, L.L.C., which act as title holders and lessors of the property being leased or rented. When property is being leased or rented, a title holder/lessor must be part of the transaction. It does not have to be our affiliated company. They charge fees which are described in our Form ADV Part 2(A). You as the lessee of the property have the right to appoint another acceptable entity to act as title holder/lessor if you wish.

Third, there is the scenario where we may benefit by referring a client to use third party services. We are the marketing agent for the Oklahoma Public School Investment Interlocal. The Oklahoma Public School Investment Interlocal offers advice and investment options to municipal issuers to invest their monies to obtain optimal returns within the legal limits of Oklahoma law. We get a fee from them which is disclosed in our Form ADV Part 2(A). You are not required to use this service.

We also assist those clients interested in participating in a cash management program (tax anticipation notes) in completing and submitting applications to the Oklahoma Commission on School and County Funds Management (the “Commission”). Participation in the program, and the extent thereof, is approved by the Commission. The Commission also determines the gross compensation which is split between the professionals involved in the program. You are not required to use this service.

Effective October 13, 2017, the MSRB modified its Rule G-10. The modified rule requires Stephen H. McDonald & Associates, Inc., to provide its municipal advisory clients with three notifications:

1. The first is that Stephen H. McDonald & Associates, Inc., is registered with the SEC and the MSRB. You can go to [https://www.sec.gov/help/foia-docs-muniadvisors.htm.html](https://www.sec.gov/help/foia-docs-muniadvisors.htm.html) to verify
registration with the SEC. You can go to http://msrb.org/MARegistrants.aspx to verify registration with the MSRB.

1. The second is the MSRB’s website which is www.msrb.org.

2. The third is the availability of an informational brochure for municipal advisory clients that is posted on the website of the MSRB that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority. The current “Information for Municipal Advisory Clients” brochure can be found at the following web address: http://www.msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en.

If we discover any potential conflicts, we will provide full and complete disclosure to you. We believe this addresses the requirements of the new rules. You are encouraged to review our Form ADV Part 2(A) as it provides information about our firm. Feel free to ask any questions you may have.

WITNESS our respective hands and the official seal of Independent School District Number 35 of Cherokee County, Oklahoma, this 11th day of June, 2020.

_________________________________________
President, Board of Education

_________________________________________
Clerk, Board of Education

(SEAL)
Technology

Our environment here at TPS has worked well for us but was not designed or prepared to support technology in a "remote learning" environment where teachers and students are required to have classes from their homes. That is why we are proposing some major changes for this next school year.

Instead of continuing with our current strategy of carts in the classroom and classroom sets of chromebooks and iPads, we are preparing those devices to be used at school and at home. Therefore, we are requesting the board considers the purchases of Wireless hotspots (T-Mobile), Wireless iPads (AT&T), Chromebook & iPad cases, and additional Chromebooks.

Since the beginning of building closures in March, we have been investigating the best fit for our school district in terms of connectivity and devices. We have looked at Kajeet, T-Mobile, Cradlepoint, and AT&T for mobile connectivity. For hotspots, T-Mobile is the best fit. With a 2-year contract, the hotspot cost is $10/month per hotspot. However, it is throttled, and will slow down after 2 GB of usage. We propose purchasing 2,000 units and have them available for students to checkout. Based on site surveys, this is close to the number of students who state they have no internet access at home.

AT&T is the best fit for Kindergarten and 1st grade. They are offering iPads for $1 with a 2-year contract. This gives us both connectivity and devices together. Their plan is $20/month per iPad but has limited throttling and faster speeds. We propose purchasing 550 units to be used for Kindergarten, 1st grade, and some special education students.

Since these devices will be going home with students, we are requesting that Chromebook cases with storage (for hotspot & charger) and iPad cases be purchased. This will protect our devices and ensure they continue working. We propose purchasing 3,000 Chromebook cases and 550 iPad cases.

We also need to buy filtering for these devices so we can feel confident that they are protected from inappropriate websites even when they are not on campus. Therefore, we propose purchasing 5400 Lightspeed licenses for all our devices. This will be an annual cost.

Lastly, we are recommending purchasing an additional 217 Chromebooks to supplement our inventory and ensure we have the devices available to our students.
1. T-Mobile Mobile Hotspots (T-Mobile)
   a. 2,000 x $10 per month = $20,000 per month.
   b. Contract is for 24 months of service.
   c. Services can be suspended for 3 months per year at no cost.
2. AT&T iPads with data plan (Prime Communications)
   a. 550 x $20 per month = 11,000 per month.
   b. Contract is for 24 months of service.
   c. Services can be suspended for 3 months per year at $10 per month.
3. Lightspeed Classroom & Relay (CDW-G)
   a. 5400 x $3.63 per year = $19,602.00 per year
4. Griffin iPad Cases (CDW-G)
   a. 550 x $38.33 = $21,081.50 total cost.
5. Max Cases (CDW-G)
   a. 3,000 x 21.76 = $65,280.00 total cost.
6. Dell Chromebooks (CDW-G)
   a. 217 x 249.30 = $54,098.10 total cost.
T-Mobile for Education
EmpowerED Agreement (with Device Subsidy)
2-year Term

This T-Mobile for Education Agreement which will be effective as of the date the second Party signs this Agreement below ("Agreement Effective Date"), is by and between T-Mobile USA, Inc., a Delaware corporation ("T-Mobile" or "Contractor"), and Tableguah Public Schools, a(n) Oklahoma [Full Name of School/School District], a(n) Oklahoma [state of formation] [type of entity], with its principal place of business at 225 N Water Ave, Tahlequah, OK 74464 [Customer address] ("Customer").

1. **Term.** The term of this Agreement is for 24 months from Agreement Effective Date and each line of Service will have a 2-year term from date of activation ("Term").

2. **Underlying Agreement.** Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer’s purchase and use of the Services will be governed by: Please check the correct master agreement ("Master Agreement")
   - NASPO ValuePoint Contract No. MA176
   - General Services Administration Contract Number GS35F0503M
   - California Network and Telecommunications Program Contract c4-CVD-19-001-01
   - Commonwealth of Massachusetts Contract ITT46
   - State of New York Office of General Services Agreement Contract No. PS64727
   - State of Ohio Department of Administrative Master Service Agreement MSA0039
   - State of Texas Department of Information Resources Contract #DIR-TSO-3416
   - [Other, please specify]

3. **Offer/Pricing.** Mobile Rate Plans include Mobile Device as listed below:
   - Discounted or free mobile Internet devices dependent on rate plan as described below.

<table>
<thead>
<tr>
<th>Rate Plan</th>
<th>Monthly Recurring Charge/Line*</th>
<th>Features</th>
<th>Device Subsidy/line**</th>
</tr>
</thead>
<tbody>
<tr>
<td>2GB</td>
<td>$0</td>
<td>Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.</td>
<td>$0 subsidy</td>
</tr>
<tr>
<td>2GB</td>
<td>$10</td>
<td>Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.</td>
<td>$100 subsidy/line</td>
</tr>
<tr>
<td>Government Unlimited LTE</td>
<td>$20</td>
<td>Unlimited on device 4G LTE data</td>
<td>$200 subsidy/line</td>
</tr>
</tbody>
</table>

**This internet connectivity device offer is subject to inventory availability;
* Prices above do not include applicable taxes and surcharges; not qualified for any further aggregate volume discount.

T-Mobile Agreement Education EmpowerED 2.0 Agreement
2 year term - op 04/03/2020
4. **Total Order.** Customer agrees to order the following lines of Service and, if applicable, Devices. Amounts below do not include any applicable taxes and surcharges:

<table>
<thead>
<tr>
<th>Total # of Lines of Service</th>
<th>Rate Plan (check applicable rate plan)</th>
<th>Total Monthly Billing for Services</th>
<th>If applicable, Total Costs for Device</th>
<th>Total Customer Commitment for Service and Device for the Term of the Agreement</th>
<th>Total Award Amount to Customer under T-Mobile EmpowerED Program (Device x # of Lines)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,000</td>
<td>$0*</td>
<td>$20,000.00</td>
<td>$168,000.00</td>
<td>$480,000.00</td>
<td>$200,000.00</td>
</tr>
</tbody>
</table>

5. **(a) Requirements to qualify for Device Discount/Subsidy:**
   - For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the rate plan listed above under its Master Account. Each line of Service must be activated and for at least the Term without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the "Device Discount/Subsidy Term");
   - Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for the Device Discount/Subsidy received, as set forth in Section (c) below;
   - Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
   - This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
   - Customer's account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
   - Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy as set forth below in Section (c). Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

   **(b) Device Discount/Subsidy on Customer's Master Account.** Subject to the requirements in the Section above, T-Mobile will issue the Device Discount/Subsidy when Customer submits an order to T-Mobile under its Master Account.

   **(c) Device Discount/Subsidy Term/Termination: Device Discount/Subsidy Repayment.** If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of the Device Discount/Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to 1/24th of the discounted or subsidized amount for each month remaining in the Device Discount/Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the Device Discount/Subsidy Term on Customer's monthly bill.

6. **Primary Contacts:** The primary contact individuals for this Agreement are as follows (or their named successors):
T-Mobile/Contractor

<table>
<thead>
<tr>
<th>Name:</th>
<th>David Bezzant, Sr. Director, T-Mobile For Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(480) 638-2608</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:David.Bezzant@T-Mobile.com">David.Bezzant@T-Mobile.com</a></td>
</tr>
</tbody>
</table>

For Legal Notice – send a copy to:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Legal Department – Sales &amp; Distribution, T-Mobile USA, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>12920 SE 38th Street, Bellevue, WA 98006</td>
</tr>
</tbody>
</table>

Customer:

<table>
<thead>
<tr>
<th>Name of School/Contact Name:</th>
<th>Tahlequah Public Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>225 N Water Ave, Tahlequah, OK 74464</td>
</tr>
<tr>
<td>Telephone:</td>
<td>918-458-4100, x-1866</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:batscorr@tahlequahschools.org">batscorr@tahlequahschools.org</a></td>
</tr>
</tbody>
</table>

This Agreement is executed by each Party’s authorized representative as of the Agreement Effective Date.

<table>
<thead>
<tr>
<th>Customer:</th>
<th>Contractor: T-Mobile USA, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Printed Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Reviewed and Acknowledged:</td>
</tr>
<tr>
<td>Date:</td>
<td>T-Mobile USA, Inc. CSCA/Representative</td>
</tr>
<tr>
<td>Pricing-At-A-Glance</td>
<td>Service Address</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Service Offers:</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>Equipment Costs:</td>
<td>$544.50</td>
</tr>
<tr>
<td></td>
<td>-225 N Water Ave, Tahlequah, OK 74464</td>
</tr>
<tr>
<td>Contract Length (Months)</td>
<td>24</td>
</tr>
<tr>
<td>Quote Valid 15 Days From:</td>
<td>6/3/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pricing Summary –</th>
<th></th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unlimited Tablet Data Plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>iPads</td>
<td>550</td>
<td>$20.00</td>
<td>$11,000.00</td>
</tr>
</tbody>
</table>

**Devices Listed Below - Monthly Installments/2 year contract**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>iPad 7th gen 32GB</td>
<td>550</td>
<td>$0.99</td>
<td>$529.50</td>
</tr>
</tbody>
</table>

Total Monthly Bundle Price Before Taxes $11,000.00

<table>
<thead>
<tr>
<th>One Time Pricing Summary - Upfront Cost /taxes on Installment Phones and the 2yr Devices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>------------------------------</td>
</tr>
<tr>
<td>iPad 7th gen 32GB</td>
</tr>
</tbody>
</table>

Upfront Equipment Cost $544.50

The above prices are based on current rates and do not include any applicable local, state or federal taxes or surcharges. The rates are subject to change without notice. Installation interval is determined after required site survey. This quote is good for 15 days and subject to availability of facilities.

*** This proposal does not include Passport Packages, International Packages, Data Overages***

To ask questions or place an order, contact:

Shelby Kennedy
325.660.7400
skennedy@primecomms.com
DEAR ROBERT BATSON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>LKPD016</td>
<td>5/8/2020</td>
<td>LIGHTSPEED/CLASSROOM</td>
<td>3983022</td>
<td>$19,602.00</td>
</tr>
</tbody>
</table>

**QUOTE DETAILS**

<table>
<thead>
<tr>
<th>ITEMS</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lightspeed Systems Classroom - subscription license (1 year) - 1 student</td>
<td>5400</td>
<td>5041380</td>
<td>$0.28</td>
<td>$1,512.00</td>
</tr>
<tr>
<td>Mfg. Part#: CR-1</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNSFSC: 43233205</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic distribution - NO MEDIA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract: MARKET</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lightspeed Relay for All Operating Systems - subscription license (1 year)</td>
<td>5400</td>
<td>4778393</td>
<td>$3.35</td>
<td>$18,090.00</td>
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<tr>
<td>Mfg. Part#: RLY-1</td>
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<td></td>
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<tr>
<td>UNSFSC: 43233205</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Electronic distribution - NO MEDIA</td>
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<td></td>
</tr>
<tr>
<td>Contract: MARKET</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**PURCHASER BILLING INFO**

**SUBTOTAL** $19,602.00

BILLING ADDRESS:
TAHLEQUAH INDEF SCHOOL DIST 35
ACCOUNTS PAYABLE
PO BOX 517
TAHLEQUAH, OK 74465-0517
Phone: (918) 458-4100
Payment Terms: NET 30 Days-Govt/Ed

DELIVER TO:

SHIPPING ADDRESS:
TAHLEQUAH INDEF SCHOOL DIST 35
ROBERT BATSON
613 N JONES AVE
TAHLEQUAH, OK 74464-2212
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Rob Culicchia | (866) 534-1410 | robcul@cdw.com

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http://www.cdw.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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Page 1 of 1
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<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>LLBM583</td>
<td>5/21/2020</td>
<td>REVISED GRIFFIN</td>
<td>3983022</td>
<td>$21,081.50</td>
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</table>

**QUOTE DETAILS**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Griffin Survivor All-Terrain Case for 10.2&quot; iPad - Black</td>
<td>550</td>
<td>5769399</td>
<td>$38.33</td>
<td>$21,081.50</td>
</tr>
<tr>
<td>Mfg. Part#: GIPD-016-BLK</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract: USETPA Networking Equipment &amp; End User Devices (0120001)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PURCHASER BILLING INFO**

Billing Address:
TAHLEQUAH INDEP SCHOOL DIST 35
ACCOUNTS PAYABLE
PO BOX 517
TAHLEQUAH, OK 74465-0517
Phone: (918) 458-4100
Payment Terms: NET 30 Days-Govt/Ed

SUBTOTAL    $21,081.50
SHIPPING    $0.00
SALES TAX   $0.00
GRAND TOTAL $21,081.50

Please remit payments to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**DELIVER TO**

Shipping Address:
TAHLEQUAH INDEP SCHOOL DIST 35
ROBERT BATSON
613 N JONES AVE
TAHLEQUAH, OK 74464-2212
Shipping Method: UPS Ground

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Rob Culicchia       | (866) 534-1410 | robcul@cdw.com

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<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>LLL2663</td>
<td>6/3/2020</td>
<td>MAX CASE/POCKET</td>
<td>3983022</td>
<td>$65,280.00</td>
</tr>
</tbody>
</table>

**QUOTE DETAILS**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAX CASES WORK-IN SLIM PKT 11 GRY</td>
<td>3000</td>
<td>6091422</td>
<td>$21.76</td>
<td>$65,280.00</td>
</tr>
</tbody>
</table>

Mfg. Part #: MC-WNSP2-11-GRY
Contract: MARKET

**PURCHASER BILLING INFO**

Billing Address:
TAHLEQUAH INDEF SCHOOL DIST 35
ACCOUNTS PAYABLE
PO BOX 517
TAHLEQUAH, OK 74465-0517
Phone: (918) 458-4100
Payment Terms: NET 30 Days-Govt/Ed

SUBTOTAL $65,280.00

SHIPPING $0.00
SALES TAX $0.00

GRAND TOTAL $65,280.00

Please remit payments to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**DELIVER TO**

Shipping Address:
TAHLEQUAH INDEF SCHOOL DIST 35
ROBERT BATSON
613 N JONES AVE
TAHLEQUAH, OK 74464-2212
Shipping Method: DROP SHIP-GROUND

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Rob Culicchia | (866) 534-1410 | robcul@cdw.com

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<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>LLFD284</td>
<td>5/26/2020</td>
<td>REVISED DELL CHROME</td>
<td>3983022</td>
<td>$54,098.10</td>
</tr>
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</table>

**QUOTE DETAILS**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell Chromebook 3100 - 11.6&quot; - Celeron N4000 - 4 GB RAM - 16 GB eMMC</td>
<td>217</td>
<td>5512251</td>
<td>$223.31</td>
<td>$48,458.27</td>
</tr>
</tbody>
</table>
| Mfg. Part#: 9V222  
UNSPSC: 43211503  
Contract: USETPA Networking Equipment & End User Devices (0120001) |     |        |            |            |
| Google Chrome Management Console License - Education               | 217 | 3577022 | $25.99     | $5,639.83  |
| Mfg. Part#: CROSSWDISEDU  
UNSPSC: 43223204  
Electronic distribution - NO MEDIA  
Contract: USETPA Networking Equipment & End User Devices (0120001) |     |        |            |            |

**PURCHASER BILLING INFO**

Billing Address:  
TAHLEQUAH INDEP SCHOOL DIST 35  
ACCOUNTS PAYABLE  
PO BOX 517  
TAHLEQUAH, OK 74465-0517  
Phone: (918) 458-4100  
Payment Terms: NET 30 Days-Govt/Ed

<table>
<thead>
<tr>
<th>SUBTOTAL</th>
<th>$54,098.10</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHIPPING</td>
<td>$0.00</td>
</tr>
<tr>
<td>SALES TAX</td>
<td>$0.00</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$54,098.10</td>
</tr>
</tbody>
</table>

**DELIVER TO**

Shipping Address:  
TAHLEQUAH INDEP SCHOOL DIST 35  
ROBERT BATSON  
613 N JONES AVE  
TAHLEQUAH, OK 74464-2212  
Shipping Method: UPS Freight LTL, Dock to Dock

Please remit payments to:  
CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

**Need Assistance? CDW•G SALES CONTACT INFORMATION**

Rob Culicchia  
(866) 534-1410  
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